



COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles

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Cordé D. Carrillo
Acting Executive Director

May 19, 2009

Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED
Community Development Commission

1-D MAY 19, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Commissioners:

**APPROVE THE PURCHASE OF A BUDGET SOFTWARE SYSTEM AND
INFORMATION TECHNOLOGY IMPLEMENTATION SERVICES FROM
NEUBRAIN, LLC.
(ALL DISTRICTS) (3 VOTE)**

**CIO RECOMMENDATION: (X) APPROVE
() APPROVE WITH MODIFICATION () DISAPPROVE**

SUBJECT

This letter recommends approval of a Budget System Software and Consulting Services Implementation Contract (Contract) with Neubrain, LLC to purchase the Board MIT budget software system and associated implementation services, and annual Software License and Service Agreement.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the purchase of a budget software system and associated implementation services is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.
2. Approve and authorize the Acting Executive Director to execute the Contract and any amendments, with Neubrain, LLC to purchase the Board MIT budget system software and associated implementation services, following approval as to form by County Counsel; and authorize the Acting Executive Director to use for this purpose \$409,820 in Investment



Technology Funds included in the Commission's approved Fiscal Year 2008-2009 budget.

3. Authorize the Acting Executive Director to increase the amount of the Contract by up to \$40,982 for unforeseen costs, using the same source of funds.
4. Approve and authorize the Acting Executive Director to execute amendments to extend the Contract for up to four additional years, in one-year increments, at a maximum cost of \$21,875 per year, using funds to be approved through the Commission's annual budget process and following approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Commission's current budget preparation system is a text-based proprietary system built in-house in 1988. The system's inflexibility and limited reporting features require the use of external computer programs to manually aggregate and organize information or perform analysis. In addition, the existing system requires duplicative data entry, resulting in inefficient use of staff time.

In order to stay current with government grant and reporting regulations, the existing budget system should be replaced with a system that allows for current budgeting and reporting methodology. The changing environment of the Commission requires user-friendly features, such as a browser-based platform, the capability for users to easily generate ad hoc reports and queries, and the capability for the budget software to interface with the Commission's existing financial and human resources systems. Neubrain LLC's Board MIT software provides these features.

FISCAL IMPACT / FINANCING

There is no impact on the County general fund.

The Contract will be funded with up to \$409,820 in Community Development Commission Investment Technology Funds included in the Commission's approved Fiscal Year 2008-2009 budget. A 10% contingency, in the amount of \$40,982, using the same source of funds described above, is also being set aside for unforeseen costs.

The total cost of the Software Service and License Agreement annual subscription fee is \$21,875, which is prorated the first year and included in the total Contract cost. Funds for four additional years, not to exceed \$87,500 in total, will be approved through the Commission's annual budget process.

The requested system will not exceed a total cost of \$450,802. This includes software, training, and implementation services as outlined in the Statement of Work (SOW), the 10% contingency, and the first year's maintenance agreement costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Should Neubrain LLC's require additional or replacement personnel during the term of the Contract, it will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) program who meet the minimum qualifications for the open positions. Neubrain LLC's will contact the County's GAIN/GROW Division for a list of participants by job category.

The Chief Information Officer (CIO) has reviewed and approved this request as reflected in the attached CIO Analysis.

CONTRACTING PROCESS

On July 28, 2008, the Commission issued a Request for Proposal (RFP) to identify a software vendor to provide a budget system and consulting services for new budget software.

On September 18, 2008, eight vendors submitted proposals. Two proposals did not meet the minimum requirements and were deemed non-responsive. The remaining six proposals were evaluated and scored by a committee of Commission staff. The proposal submitted by Neubrain LLC received the highest score, and is being recommended for the contract award.

The Contract has been reviewed by County Counsel. The Summary of Outreach Activities is provided as Attachment A.

ENVIRONMENTAL DOCUMENTATION


Computer software purchases are exempt from the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (b)(3), because they involve activities that will not have a physical impact on or result in any physical changes to the environment. These activities are also not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT SERVICES AND PROJECTS

The purchase of the Board MIT budget system software will improve the efficiency and effectiveness of the Commission's budgeting and reporting requirements.

Respectfully submitted,

Reviewed by:



CORDÉ D. CARRILLO
Acting Executive Director
COMMUNITY DEVELOPMENT COMMISSION
COUNTY OF LOS ANGELES



RICHARD SANCHEZ
Acting Chief Information Officer
COUNTY OF LOS ANGELES

cc: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

Attachments: 3

ATTACHMENT A

SUMMARY OF OUTREACH ACTIVITIES

On July 28, 2008, the following outreach was initiated to identify vendors to provide budget system software and consulting services.

A. Request for Proposal Advertising

An announcement appeared in the Los Angeles Times newspaper, the County's WebVen website and the Commission's website.

B. Distribution of Request for Proposal Packets

The complete RFP packet was posted on the County's WebVen website, and available for download by the public. RFP packets were also available at the reception desk located at 2 Coral Circle, Monterey Park. In addition, the Commission's vendor list was used to mail a letter to 360 vendors that provide computer services, informing them of the RFP and the website from which the RFP could be downloaded.

C. Invitation for Bids Results

On September 18, 2008, a total of eight bids were received and formally opened. The bid results were as follows:

<u>Company</u>	<u>Cost Proposal</u>
Questica	\$ 135,225
Fletcher & Fletcher, Inc.	\$ 180,000
DLT Solutions, Inc.	\$ 320,760
Neubrain, LLC	\$ 487,342
CGI	\$ 562,300
Cognos	\$ 628,105
CIPPlanner	\$ 743,966
MLC & Associates, Inc.	\$ 1,312,450

D. Review of Proposals

On November 6, 2008, an Evaluation Committee consisting of Commission staff reviewed the bids. The proposals submitted by DLT Solutions, Inc. and Cognos did not meet the minimum requirements and were deemed non-responsive. The remaining six proposals were evaluated and scored based on criteria stated in the Request for Proposal. Neubrain, LLC received the highest score and is being recommended for the contract award. The evaluation results were as follows:

<u>Company</u>	<u>Scoring Evaluation</u>
Neubrain, LLC	725
CGI	623
Fletcher & Fletcher, Inc.	540
Questica	525
MLC & Associates, Inc.	391
CIPPlanner	376
DLT Solutions, Inc.	Not Rated
Cognos	Not Rated

E. Minority/Female Participation – Firm Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Neubrain, LLC	Minority	Total: 10 0 minorities 2 women 0.0% minorities 20.0% women

F. Minority/Female Participation – Firm Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Questica	Non-minority	Total: 15 3 minorities 5 women 20.0% minorities 33.3% women

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Fletcher & Fletcher, Inc.	Non-minority	Total: 4 0 minorities 1 woman 0.0% minorities 25.0% women

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
DLT Solutions	Non-minority	Total: 198 60 minorities 76 women 30.3% minorities 38.3% women

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
CGI	Non-minority	Total: 5,282 1,665 minorities 2,193 women 31.5% minorities 41.5% women

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Cognos	Did not provide Information in bid.	Total: N/A N/A minorities N/A woman N/A% minorities N/A% women

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
CIP Planner Corp.	Minority	Total: 14 9 minorities 3 women 64.3% minorities 21.4% women

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
MLC & Associates, Inc.	Minority	Total: 10 5 minorities 5 women 50.0% minorities 20.0% women

The Commission conducts ongoing outreach to minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Commission.

The recommended award of contract is being made in accordance with the Commission policies, and without regard to race, creed, color, or gender.

CIO ANALYSIS

CONTRACT WITH NEUBRAIN, LLC PURCHASE FOR BUDGET SYSTEM SOFTWARE, IMPLEMENTATION, AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR THE COMMUNITY DEVELOPMENT COMMISSION

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
 ☐ DISAPPROVE

Contract Type:

☒ New Contract ☐ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other (MSA)

New/Revised Contract Term: Base Term: 1 Year # of Option Yrs: 4

Contract Components:

☒ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Corde Carrillo, Acting Executive Director, CDC

Budget Information :

Y-T-D Contract Expenditures	\$ 0
Maximum Contract Amount	\$ 497,320*
Contingency	\$ 40,982
Aggregate Project Amount	\$ 538,302

*Amount includes base contract amount and four years maintenance and support

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project sub vented?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved.

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT and security standards?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Has data for this contract and/or project been entered into the Information Technology Tracking System (ITTS)? A one time hardware purchase does not require tracking via ITTS.

Project/Contract Description:

The Community Development Commission (CDC) is requesting Board authorization for the Acting Executive Director to execute a contract with Neubrain, LLC (Neubrain) to provide software and professional services to implement Board Management Intelligence ToolKit budget system software for CDC. The proposed one-time cost will not exceed \$450,802. Annual recurring costs for software maintenance will not exceed \$87,500 during the first four years following implementation.

Background:

Neubrain was selected via a Request for Proposal (RFP) issued in July 2008. This project represents the third effort by CDC in recent years to implement a comprehensive budgeting system. The two previous attempts in 2001 and 2003, involved the implementation of PeopleSoft's budgeting software. Both projects were cancelled due to a determination that that software could not meet CDC business requirements, particularly federally mandated reporting and allocation requirements.

To maximize success for this current project, CDC conducted extensive marketplace research on budgeting software to identify desired functionality and developed detailed functional requirements. These requirements were incorporated into the 2008 RFP and will serve as the basis for system acceptance.

Project Justification/Benefits:

The new budget system will replace the use of spreadsheets and manual budgeting processes. It should provide significant improvements in CDC budget development and management analysis capabilities. It should also improve the efficiency and effectiveness of CDC's ability to meet mandated reporting and allocation methods required by external funding sources, especially the U.S. Department of Housing and Urban Development.

Project Metrics:

The Contract with Neubrain is fixed price and includes a detailed Statement of Work, project schedule, fee schedule and payment milestones. It will be used to manage project metrics including scope, budget, schedule and quality.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

If this Contract is not approved, CDC will not be able to improve the efficiency and effectiveness of its current budgeting operations, thus potentially impacting its ability to conduct cost effective business operations and provide services to the public.

Alternatives Considered:

CDC received proposals from eight budget system vendors in response to its RFP. CDC selection committee members judged Neubrain's proposal to best meet CDC's requirements. Neubrain's proposal was among the lowest cost proposals received.

Project Risks:

Typical risks for major software implementation projects include the following:

- Software functionality does not meet current or future business requirements.
- Software vendor does not have the resources to support the upgrade project.
- Lack of department executive/management support for the project.
- Lack of sufficient departmental resources for implementation and ongoing administration of the system.
- Lack of user support for the project.
- Schedule and/or cost overruns.

Risk Mitigation Measures:

Each of the potential project risks are addressed as follows:

- The vendor proposal specified that the software will meet the functional requirements defined in CDC's RFP. This was further verified through demonstrations, discussion and a site visit to another housing agency.
- The Contract includes definitions of tasks, responsibilities, deliverables and schedule.
- The Contract includes tasks for comparing CDC's existing system with the new software and identifying potential changes to CDC's current business processes (Fit/Gap Analysis). It also will assess the need for software customization, although none is anticipated.
- Reference checks and site visits have been positive regarding the availability and skill of Neubrain's personnel.
- CDC budget, financial management and IT staff actively participated throughout the selection process, and will continue to participate during the system implementation.
- CDC has identified an IT staff member to act as project manager, who will work with key budget and financial management personnel until the project is completed.

Financial Analysis:

The anticipated cost for the system is \$409,820 with an additional \$40,982 in contingency for any unforeseen costs. Total cost of the project will not exceed \$450,802. Annual recurring costs for software maintenance and support, not to exceed a total of \$87,500 for four years, will be approved through the CDC's annual budget process.

CIO Concerns:

None.

CIO Recommendations:

The Chief Information Office recommends Board approval of the proposed upgrade implementation.

CIO APPROVAL

Date Received: April 20, 2009

Prepared by: John Arnstein

Date: May 1, 2009

Approved: 

Date: 5-6-09



CONTRACT

BY AND BETWEEN

**COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES**

AND

NEUBRAIN, LLC

FOR

BUDGET SYSTEM AND CONSULTING SERVICES

CONTRACT BUDGET SYSTEM AND CONSULTING SERVICES

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BUDGET SYSTEM SOFTWARE AND CONSULTING SERVICES IMPLEMENTATION CONTRACT

This Contract (together with the Attachments and Exhibits hereto, the "Contract") is made and entered into on _____ (Effective Date) by and between the Community Development Commission of the County of Los Angeles (the "Commission"), and Neubrain, LLC (the "Contractor") effective as of the Effective Date.

RECITALS

1. PURPOSE

The Contractor is in the business of providing Budget Software and Consulting Services Implementation and associated services. On September 19, 2008, in response to the Commission's Request for Proposals, the Contractor submitted a proposal to furnish the software system and associated services described in this Contract to the Commission

2. ENTIRE CONTRACT

This Contract with Attachments A through H constitutes the entire understanding and Contract of the parties. This Contract includes the following attachments:

- A. Statement of Work
- B-1 Fee Schedule
- B-2 Payment Schedule
- C. Certificate of Acceptance
- D. Required Contract Forms
- E. Required Contract Notices
- F. System Software License and Service Agreement (SLSA)
- G. Source Code Escrow Agreement
- H. Contractor's Proposal/Implementation/Project Plan/Project Resource Requirements
- I. Steering Committee

TERMS AND CONDITIONS

3. DEFINITIONS

The terms and phrases in this paragraph shall have the particular meanings set forth in this Paragraph 3 whenever such terms are used in capitalized form in this Contract.

A. Business Day(s)

"Business Day" or "Business Days," whether singular or plural, shall mean any day or days of eight (8) working hours during a single day from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding The Commission observed holidays.

B. Contractor; Licensor

"Contractor" and "Licensor" shall mean Neubrain, LLC

C. Contractor's Account Manager

"Contractor's Account Manager" shall mean the Contractor's point of contact responsible for the Contractor's performance of its application support tasks and subtasks.

D. County

"County" shall mean County of Los Angeles, California.

E. The Commission; Licensee

"The Commission" and "Licensee" shall mean the Community Development Commission of the County of Los Angeles, California.

F. The Commission's Project Director

"The Commission's Project Director" shall mean the Commission's point of contact responsible for notifying the Contractor in writing of any changes in the name or address of the Commission's Project Director and ensuring that the objectives of this Contract are met.

G. The Commission's Project Manager

"The Commission's Project Manager" shall mean the Commission's Project Manager responsible for ensuring that the technical standards and requirements of this Contract are met.

H. Customization

The process of modifying products or services to meet the requirements of individual customers.

I. Day(s)

"Day" or "Days," whether singular or plural, shall mean calendar days (not Business Days).

J. Deficiency(ies)

"Deficiency" or "Deficiencies," whether singular or plural, shall mean and include any material deviation(s) from the Contractor's Related Documentation and the Specifications.

K. Deliverable(s)

"Deliverable" or "Deliverables," whether singular or plural, shall mean any Software License, services, and/or other consideration of any kind to be provided by Contractor to the Commission under this Contract.

L. Effective Date

"Effective Date" shall mean the date this Contract has been executed by both the Commission and the Contractor.

M. Fee Schedule(s)

"Fee Schedule" shall mean the schedule of prices located in Attachment B-1 (Fee Schedule).

N. Installation

"Installation" shall mean software installation services provided by Contractor.

O. Related Documentation

"Related Documentation" shall mean Contractor's written and electronic publications relating to the Software delivered or otherwise made available by the Contractor to the Commission.

P. Services

"Services" shall mean the services provided by the Contractor to the Commission under this Contract.

Q. Software

"Software" shall mean the computer software programs provided by the Contractor for the Commission under this Contract listed in Attachment B-1 (Fee Schedule), including any Updates, under this Contract.

R. Specifications

"Specifications" shall mean the functional and technical specifications for the software being upgraded under this contract.

S. State

"State" shall mean the State of California.

T. Third Party Software

"Third Party Software" shall mean that portion of the Software, including object code and Related Documentation, sublicensed by the Contractor to the Commission under this Contract.

U. Update(s)

"Update(s)" shall mean those subsequent releases of the Software, including updates, enhancements, modifications, improvements, corrections, bug fixes, patches, new releases and versions of the software. Updates shall be delivered to the Commission when generally available to Contractor's clients so long as the Commission is current in its payment of annual support and Updates fees.

V. Initial Term

"Initial Term" shall have the meaning set forth in Paragraph 4 (Term).

W. Term

"Term" shall have the meaning set forth in Paragraph 4 (Term).

4. TERM

The term of this Contract ("Term") shall commence upon the Effective Date and shall remain in effect for twelve months (the "Initial Term"), unless sooner terminated as provided herein in this Contract. At the end of the Initial Term of this Contract, Commission may, at its option, extend the annual Service Subscription Fee portion of this Contract (included in the Cost Proposal Sheet of the Proposal, Attachment H) for up to four (4) additional consecutive one (1) year terms (hereinafter "Extended Term(s)") subject to the terms of this Contract. The Commission shall be deemed to have exercised its extension option(s)

automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term or any Extended Term, it notifies Contractor in writing that it elects not to extend the Contract pursuant to this Section.

5. CONTRACT PRICES AND FEES

The Contractor shall provide to the Commission the Services at the prices listed in Attachment B-1 (Fee Schedule), upon execution of this Contract.

6. SOFTWARE LICENSE

Subject to the terms and conditions of, and any use restrictions set forth in, this Contract, the Contractor grants the Commission a non-exclusive, non-transferable, perpetual license ("License" or "Software License") for the Commission's Designated Users (as defined in Attachment F) to Use (as defined in Attachment F) the Software in accordance with the terms of this Contract and specifically including the license terms, restrictions and other terms contained in the System Software License and Service Agreement ("SLSA") attached as Attachment F (System Software License and Service Agreement). In the event that any of the terms and conditions of the SLSA conflict with, or are inconsistent with, this Contract, then the terms and conditions of this Contract shall control. The Commission acknowledges that it has licensed the right for a finite number of Designated Users to use the Software as specified in this Contract.

7. SCOPE OF LICENSE

Provided (i) the Commission has paid all of its maintenance and support services, and (ii) Contractor has not elected to cease support services under support and updates, the Software License shall include the specified amount of annual support time set forth in this Contract.

The Software License granted under this Contract provides the Commission with the following rights:

- A. For Designated Users to Use the Software for management of the Commission's business purposes;
- B. To build the Software applications using the Contractor's application building tools licensed under this Contract;
- C. To copy the Software solely for backup and archival purposes; and
- D. To use, modify and distribute within the Commission the Related Documentation in a hard copy format and, if and when available, electronically or on read-only CD-ROM in connection with the Commission's

Use of the Software solely in connection with management of the Commission's business purposes.

8. OPTION TO LICENSE ADDITIONAL SOFTWARE PRODUCTS

Provided the Commission is not in material breach of the terms of the Contract, the Contractor grants the Commission the option to license additional Software products ("Additional Products") which are generally available from Contractor. The Commission may exercise the option, via an amendment to this Contract and paying the applicable License and support fees due. Upon the Commission's execution of an amendment to this Contract for such Additional Products, and paying the associated fees, such Additional Products shall be deemed Software for the purpose of this Contract. The warranty related to Additional Products shall take effect upon Acceptance of such Additional Products by the Commission.

9. LICENSE RESTRICTIONS

No license, right or interest in any trademark, trade name or service mark of the Contractor or any third party from whom the Contractor has acquired License rights is granted under this Contract.

The Software and/or Related Documentation may not be sold, licensed or sublicensed, assigned or otherwise transferred, in whole or in part, by the Commission except as otherwise expressly provided in this Contract.

The Commission will not reverse-engineer, disassemble, decompile, decode or otherwise attempt to discover the source code for the Software.

The license terms and restrictions set forth in Standard Terms section 3 of the SLSA also apply to the Software and Related Documentation license.

10. SOURCE CODE ESCROW AGREEMENT

During the term of this Contract, Contractor shall, at its own cost, maintain in escrow (hereinafter "Escrow") its Source Code (and any other materials) provided by Contractor under this Contract (hereinafter "Deposit"). Contractor currently has an escrow agreement (hereinafter "Escrow Agreement") with Velo & Associati (hereinafter "Velo" or "Escrow Agent"). Contractor shall, during the term of this Contract, maintain the Escrow Agreement with Velo or enter into and maintain another Escrow Agreement. Contractor shall name the Commission a beneficiary to the Escrow Agreement by executing the requisite documentation (Attachment G). Commission shall remain a beneficiary under the Escrow Agreement provided that (1) Commission remains a compliant subscriber to the Maintenance and Support Services and (2) this Contract is not terminated. Upon release of the Deposit from Escrow in accordance with Paragraph 10.3.2,

Possession and Use of Source Code below, Commission will (1) use the Deposit only as necessary to support and maintain the Software so it can be used pursuant to the terms of this Contract, (2) maintain the Deposit in accordance with the confidentiality provisions hereunder, and (3) be subject to all the restrictions contained in this Contract applicable to the Deposit as if the Deposit were Software. Contractor shall maintain in Escrow the most recent versions of the Deposit. Contractor may change the escrow agent at any time upon notice to Commission.

11. POSSESSION AND USE OF SOURCE CODE

In addition to the release conditions identified in the Escrow Agreement, Contractor shall direct the Escrow Agent thereunder to deliver to Commission the Source Code for the applicable Software in the event Contractor (i) files a petition for liquidation via bankruptcy or an assignment for the benefit of creditors; (ii) ceases normal business operations; or (iii) fails to provide Maintenance and Support for the Software for a fifteen (15) day period after receipt of written notice by Contractor from the Commission, while the Commission is a compliant subscriber of Contractor's Maintenance and Support Services. Source Code obtained by the Commission under the provisions of this Agreement, and/or the Escrow Agreement, shall remain subject to every License restriction, proprietary rights protection and other Commission obligations specified in this Agreement, provided, however, the Commission may make such Source Code available to third parties as needed to assist it in making authorized use of the Software.

12. ADDITIONAL CONSULTING/PROFESSIONAL SERVICES

The Commission may purchase additional consulting or professional Services under this Contract. Such Services shall be provided by Contractor at times and rates to be mutually agreed upon between Commission and Contractor. Such rates will be equal to or less than rates charged by Contractor to any other customer.

13. KEY PERFORMANCE STANDARDS

Key performance standards include the following:

- The Contractor will review the Commission's system configuration to assist the Commission in meeting these key performance standards.
- The performance of the upgraded system will be as defined on Page 47 of the Proposal (Attachment H).

14. FIT/GAP ANALYSIS

The Contractor will work with Commission to perform a Fit/Gap Analysis. The tasks involved in this process are defined in Attachment A (Statement of Work)

and will be further defined in Attachment H (Implementation/ Project Plan). The Fit/Gap Analysis involves the following key elements:

- Reviewing in detail the capabilities of the Software with Commission personnel.
- Confirming Commission business processes, current software capabilities and required software capabilities, as defined in Attachment A (Statement of Work).
- Identifying any gaps between the capabilities of the Software and Commission requirements, as well as any gaps in Commission business processes that will result from implementation of the Software.
- Defining and documenting how any gaps in software requirements will be addressed.
- Defining and documenting how changes in business processes will be addressed.

The results of the Fit/Gap Analysis will support the Software Acceptance process.

15. SOFTWARE ACCEPTANCE

Software Acceptance shall be based on requirements defined within Attachment A (Statement of Work) and work products created under Attachment A (Statement of Work) and Attachment H (Implementation/Project Plan), including but not limited to the Fit Gap Analysis and Detailed Project Plan. As an outcome of the Detailed Project Plan, the Commission and Contractor will mutually develop detailed Acceptance Checklist and Criteria, to be used as the basis for achieving each of the Acceptance milestones.

16. SOFTWARE WARRANTY

- 16.1 Contractor represents and warrants that the Software shall perform in accordance with the Related Documentation and without Deficiencies for a period of three (3) months following Acceptance of the Software or delivery of a major Software release (hereinafter "Warranty Period"). For breach of the Software warranty contained in this Agreement, Contractor shall, at no additional charge to Commission, use commercially reasonable efforts to repair or replace the nonconforming Software product(s) until they become conforming. To the extent Contractor, using commercially reasonable efforts to repair or replace the nonconforming Software products, is unable to ensure Software compliance with the Specifications or cure to Deficiencies, as applicable, within thirty (30) days of Commission's notice of the problem to Contractor, Contractor shall terminate the License for the affected Software product(s) or for all Software provided under this Agreement, as determined by the Commission, and refund all Software-related fees paid by the Commission for the Software products whose License is

terminated, including License, Installation, Maintenance and Support (if any). The Commission will provide Contractor with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects.

16.2 Contractor further warrants and represents that for the term of this Contract:

- A. All tasks, subtasks, deliverables, goods, services and other work provided by Contractor pursuant to this Contract shall be provided and/or performed in a timely and professional manner by qualified personnel. Time is of the essence for Contractor's performance under this Contract;
- B. All software or data analyses used by Contractor, if any, shall be available to Commission during the term of this Contract and for a period of five (5) years thereafter, provided that this warranty shall only apply to software or data analysis owned by or under the control of Contractor;
- C. All documentation, if any, developed under this Contract shall be complete and uniform in appearance;
- D. Contractor shall not cause any unplanned interruption of the operations of, or accessibility to, Commission's system, or any component thereof, through any device, method, or means, including but not limited to any virus, lockup, time bomb, key lock, work, device, program, and/or disabling code.

16.3 For any breach of the warranties contained herein, Contractor, at no additional cost to Commission, shall re-perform the work breaching the warranties. If re-performance of such work does not cure the problem(s), Contractor shall refund the amounts paid by Commission for the work that breached the warranties.

16.4 Contractor makes no other warranties or representations of any kind, express or implied, regarding the work and services performed hereunder, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose.

17. WARRANTY PASS-THROUGH

Contractor shall assign to Commission to the fullest extent permitted by law or by this Contract and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any Customization or any other product or service provided hereunder shall fully extend to and be enjoyed by Commission.

18. DISPUTE RESOLUTION PROCEDURE

- A. The Contractor and Commission agree to act promptly to mutually resolve any disputes that may arise with respect to the Contract. All such disputes

shall be subject to the provisions of this Paragraph 18, of the Contract. Such provisions are collectively referred to as the "Dispute Resolution Procedures". Time is of the essence in the resolution of disputes.

- B. The Contractor and Commission agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance under this Contract.
- C. If either party fails to continue without delay its performance under this Contract, then any additional costs which may be incurred by the other party as a result of the failure to continue to so perform shall be borne by the non-performing party.
- D. In the event of any dispute between the parties with respect to this Contract, Contractor and Commission shall submit the matter to their respective Project Manager for the purpose of endeavoring to resolve such dispute.
- E. If the Project Managers are unable to resolve the dispute within a reasonable time not to exceed five (5) business days from the date of submission of the dispute, then the matter shall be immediately submitted to the Steering Committee. The Steering Committee, defined in Attachment I, shall have five (5) business days to attempt to resolve the dispute.
- F. If the Steering Committee is unable to resolve the dispute within a reasonable time not to exceed five (5) business days from the date of submission of the dispute, then the matter shall be immediately submitted to the Executive Director of the Commission (Executive Director). This person shall have five (5) business days to attempt to resolve the dispute.
- G. In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Contract and its rights and remedies as provided by law.
- H. All disputes utilizing the Dispute Resolution Procedures shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.
- I. The Commission's right to terminate this Contract pursuant to, and in accord with, Paragraph 21 (Termination for Improper Consideration), Paragraph 28 (Termination for Convenience), or Paragraph 32 (Termination for Breach

of Warranty to Comply with Commission's Child Support Compliance Program) shall not be subject to the Dispute Resolution Procedures. The preceding sentence is intended only as a clarification of Commission's rights, and shall not be deemed to impair any claims that Contractor may have against Commission or Contractor's rights to assert such claims after any such termination.

19. THE CONTRACTOR'S RESPONSIBILITIES

The Contractor agrees to perform in a good workmanlike manner to the satisfaction of the Commission's Project Director, all the work described in this Contract and all its attachments.

20. INVOICES AND PAYMENTS

The Contractor will submit to the Commission an invoice on a form approved by the Commission for the Software Licenses and associated Services described in Attachment B-1 (Fee Schedule), provided and rendered in accordance with Attachment A (Statement of Work) and on the terms specified in Attachment B-2 (Payment Schedule). Upon receipt of the Contractor's invoice, the Commission will pay the Contractor within 30 days as indicated in Attachment B-2 (Payment Schedule).

The Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration or termination of this Contract shall not constitute a waiver of the Commission's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract. Under no circumstances shall the Contractor provide, nor shall the Commission request, any Services under this Contract after the expiration of the Term of this Contract.

21. TERMINATION FOR IMPROPER CONSIDERATION

The Commission may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any Commission office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Commission shall be entitled to

pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to the Commission's Executive Director or to the County's Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

22. ASSIGNMENT BY THE CONTRACTOR

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Commission, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Commission consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Commission to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Commission's sole discretion, against the claims, which the Contractor may have against the Commission. The Commission may not assign this Contract to another public agency without the prior written consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

23. CONFIDENTIALITY OF REPORTS

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

24. SUBCONTRACTING

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Commission.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

25. INSURANCE

Without limiting Contractor's indemnifications of the Community Development Commission of the County of Los Angeles ("Commission") provided in this Contract, Contractor shall procure and maintain, at Contractor's sole expense for the duration of this Contract, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be approved by the California Department of Insurance and must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Contractor shall, concurrent with the execution of this Contract, deliver to the Commission certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Commission reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Commission and may provide for such deductibles as may be acceptable to the Commission. Any self-insurance program and self-insured retention must be separately approved by the Commission. In the event such insurance does provide for deductibles or self-insurance, Contractor agrees that it will defend, indemnify and hold harmless the Commission, its elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each such certificate shall stipulate that the Commission be given at least thirty (30) days' written notice in advance of any cancellation or any

reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Commission immediate notice of any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier: Neubrain, LLC, 2275 Research Blvd., Suite 500, Rockville, MD 20850.

The insurance policies set forth herein shall be primary insurance with respect to the Commission. The insurance policies shall contain a waiver of subrogation for the benefit of the Commission. Failure on the part of Contractor, and/or any entities with which Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Commission's sole discretion, constitute a material breach of this Contract pursuant to which the Commission may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be immediately repaid by the Contractor to the Commission upon demand including interest thereon at the default rate. In the event of such a breach, the Commission shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Contractor or the insurance carrier.

When Contractor is naming the Commission as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 10 01. When any entity with which Contractor is contracting, is naming the Commission as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85.

The following insurance policies shall be maintained by Contractor and any entity with which Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Commission, the Housing Authority, the County, and each of their elected and appointed officers, officials, representatives, employees, and agent shall be named as additional insureds on such policy.

B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

D. PROFESSIONAL LIABILITY INSURANCE, including coverage for personal injury, death, property damage, and contractual liability in an amount not less than One Million Dollars (\$1,000,000) for each occurrence (Two Million Dollars (\$2,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. If Contractor is not providing professional services, then it is the responsibility of Contractor to obtain separate written approval from Commission to eliminate this professional liability insurance requirement. Contractor shall require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services.

Contractor agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract or in relation to the property or project that is the subject of this Contract.

26. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or

relate to Contractor's acts, errors, or omissions arising from, pertaining to, or relating to this Contract. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Contract. Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Commission, Housing Authority, and County, as applicable to each of them. In no event whatsoever is the SLSA intended to limit Contractor's liability to Commission in any way. To the extent, and if, the Contractor's liability is limited under the SLSA in any way, that portion of the SLSA shall be deemed to be in conflict with this Contract and thereby deemed unenforceable.

27. COMMISSION'S QUALITY ASSURANCE PLAN

The Commission will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Commission determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Contractor. If improvement does not occur consistent with the corrective measure, the Commission may terminate this Contract, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Contract.

28. TERMINATION FOR CONVENIENCE

The Commission reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

29. TERMINATION FOR CAUSE

This Contract may be terminated by the Commission upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Commission upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Commission within

the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Commission. Should the Contractor fail to comply with the terms of this Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Commission become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

31. THE CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through a contract, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Commission Child Support Compliance Program and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as applicable and required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b), as applicable.

32. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 31, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this Contract. Without limiting the rights and remedies available to Commission under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Commission may terminate this Contract pursuant to Paragraph 29 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Commission Policy.

33. POST MOST WANTED DELINQUENT PARENTS LIST

The Contractor acknowledges that the Commission places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is County's and Commission's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The Child Support Services Department (CSSD) will supply the Contractor with the poster to be used.

34. INDEPENDENT CONTRACTOR

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Contractor.

35. EMPLOYEES OF THE CONTRACTOR

Workers' Compensation: The Contractor understands and agrees that all persons furnishing Services to the Commission pursuant to this Contract are, as between the Contractor and the Commission, and for the purposes of Workers' Compensation liability, employees solely of the Contractor (except for persons with whom the Commission may separately contract to consult and/or perform services related to this Contract). Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person providing Services pursuant to this Contract (except for persons with whom the Commission may separately contract to consult and/or perform services related to this Contract) for injuries arising from an accident connected with Services provided to the Commission under this Contract.

Professional Conduct: The Commission does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or

subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all the Contractor's employees, agents or subcontractors providing Services for the Commission. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors in the course and scope of their employment, agency and/or subcontract with Contractor, as applicable, and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

36. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the applicable requirements of the Drug-Free Workplace Act of 1990.

37. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

38. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain and apply to the performance of this Contract. The applicable federal, state and local laws, regulations, and directives may include, but are not necessarily limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then the Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all applicable state and local insurance, training and licensing pursuant to Services required by this Contract.

The Contractor shall comply with the following laws in Sections 33-42, inclusive, and 51-53, inclusive, as applicable.

39. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

40. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

41. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

42. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**43. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND
GENERAL RELIEF OPPORTUNITY FOR WORK (GROW) PROGRAM**

Should the Contractor require additional or replacement personnel after the Effective Date, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum

qualifications for the open position, and who apply for an open position. The Contractor shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

44. FEDERAL LOBBYIST REQUIREMENTS

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

45. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

46. USE OF RECYCLED-CONTENT PAPER PRODUCTS

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

47. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. A responsible contractor is a contractor, consultant, vendor or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible contractors.

- B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on Commission contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Commission.
- C. The Commission may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County or a nonprofit corporation created by the Commission, Housing Authority, or County, (2) committed an act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County, any other public entity, a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

- G. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of Contractor and Commission and Commission contractors, consultants, vendors and agencies.

48. COMPLIANCE WITH JURY SERVICE PROGRAM

- A. Unless the Contractor has demonstrated to the Commission satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program or that the Contractor qualifies for an exception to the Jury Service Program, the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- B. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Commission or a subcontract with a Commission contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts. "Employee" means any California resident who is a full time employee of the Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform Services for the Commission under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify Commission if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the Commission's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
- D. The Contractor's violation of this Paragraph of the contract may constitute a material breach of the Contract. In the event of such material breach, Commission may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future Commission contracts for a period of time consistent with the seriousness of the breach.

49. ACCESS AND RETENTION OF RECORDS

The Contractor shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Contract.

50. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Commission any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

51. SEVERABILITY

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

52. INTERPRETATION

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties to this Contract.

53. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision of this Contract.

54. PATENT RIGHTS

The Contractor will hold all the patent rights with respect to any discovery or invention by the Contractor, which arises or is developed in the course of, or under this Contract.

55. COPYRIGHT

The Contractor will hold all copyrights in and to works of authorship performed in whole or in part by the Contractor in connection with the licenses or Services provided under this Contract. The Contractor acknowledges that it has no right, title or interest in and to Commission data entered into the database associated with the Licensed Programs.

56. NOTICES

The Commission shall provide the Contractor with notice of any injury or damage arising from or connected with Services rendered pursuant to this Contract to the extent that Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission: Emilio Salas, Director
Community Development Commission
of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

The Contractor: Yana McConaty, Partner
Neubrain
2275 Research Blvd., Suite 500
Rockville, MD 20850

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

57. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment G (Required Contract Notices) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

58. CONTRACTOR'S ACKNOWLEDGMENT OF COMMISSION'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission's policy to encourage all Commission contractors to voluntarily post the Commission's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

59. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring the Contractor to complete the Charitable Contributions Certification as included in Attachment F (Required Contract Forms), the Commission seeks to ensure that all Commission contractors that receive or raise charitable contributions comply with California law in order to protect the Commission and its taxpayers. A contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

60. TIME IS OF THE ESSENCE

Successful, timely implementation of the Upgrade is important to meeting the business goals and improving the operations of the Commission. Contractor acknowledges the importance to Commission of successfully implementing the system as soon as reasonably possible. Contractor will work with Commission in the development of the Detailed Project Plan to achieve this objective. Contractor will assign the project resources sufficient to perform Services under the Contract and Commission will assign sufficient resources, to meet the agreed upon deadlines. Contractor and Commission resource assignments will be reviewed during the course of the implementation to ensure ongoing ability to meet agreed upon deadlines. Contractor will work with Commission during the development of the Detailed Project Plan, and during the course of the implementation, to identify the Commission resources needed to successfully meet agreed upon deadlines.

61. CONFLICTS INTERPRETATION; ORDER OF PRECEDENCE

61. CONFLICTS INTERPRETATION; ORDER OF PRECEDENCE

The parties agree that any court or other body of competent jurisdiction interpreting this Contract shall, to the fullest extent possible, interpret the terms of this Contract, including all attachments, as complementary rather than conflicting. In the event that, notwithstanding the interpretation provided in the preceding sentence, an unavoidable conflict arises the conflict shall be resolved by the following order of precedence of the Contract components:

The body of this Contract;

- A. Statement of Work
- B-1 Fee Schedule
- B-2 Payment Schedule
- C. Certificate of Acceptance
- D. Required Contract Forms
- E. Required Contract Notices
- G. Source Code Escrow Agreement
- F. System Software License and Service Agreement
- J. Email Communication
- H. Contractor's Proposal/Implementation/Project Plan/Project Resource Requirements
- I. Steering Committee

SIGNATURES

IN WITNESS WHEREOF, the Contractor and the Commission have executed this Contract through their duly authorized officers this _____ day of _____, 2009.

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

By _____
Corde D. Carrillo
Acting Executive Director

APPROVED AS TO FORM:
Raymond G. Fortner, Jr.
County Counsel

NEUBRAIN, LLC

By _____
Behnaz Tashakorain
Deputy

By _____
Yana McConaty
Partner

ATTACHMENT A

STATEMENT OF WORK

STATEMENT OF WORK

Budget System and Consulting Services

1.0 SCOPE OF WORK

The Community Development Commission of the County of Los Angeles (Commission) is the community development agency for the County of Los Angeles (County). The Commission helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Commission maintains many administrative buildings and 72 housing developments that include over 3,600 residential units within the County.

The Commission is seeking to replace its existing budget system and retain the services of a consultant to implement the budget system.

1.1 Project Goals and Objectives

The primary goal of this project is to purchase and implement a new budget system and customize the system to meet the needs of the Commission's budget, financial, and business practices. The Consultant will serve in a quality assurance capacity during the implementation phase, working in conjunction with CDC to ensure all the requirements are met.

1.2 Budget System Hardware and Software Environment

Text-based proprietary system built in-house

1.2.1 User Environment:

The Commission has approximately 25 budget system users utilizing computer workstations where the text-based proprietary system is installed.

1.2.2 Server Environment:

The Commission utilizes 1 database server and 1 application/web server. The server specifications are as follows:

- Microsoft Windows based server, Dell, WinTel servers on an SQL server database.

For the new budget system, the Contractor shall provide the minimum specifications and the recommended specifications for optimum operating system environment as defined in the Proposal (Attachment H).

1.3 Project Team

The Commission expects the Contractor to provide highly qualified subject matter/functional experts and technical developers. However, the Commission will also provide its own staff resources as primary participants throughout all phases of the project.

The table below identifies the roles and responsibilities of the project team that can be dedicated to the implementation.

Category	Value	Role
Management	0.3	Executive Sponsor
Functional Team	2.3	Analyst
Technical	.5	DBA/Developer
	.5	System Administrator

2.0 MILESTONE TASKS

2.1 Task No. 1: Overall Implementation Strategy Assessment

The Contractor shall perform with the Commission an assessment of, and provide recommendations, for the Commission's overall Project Implementation Strategy.

Deliverables: The Commission's acceptance of system assessment and recommendations.

2.2 Task No. 2: Detailed Project Plan

The Contractor shall develop with the Commission the Detailed Project Plan, which shall be reviewed and accepted by the Commission.

Deliverables: The Commission's acceptance of Detailed Project Plan.

2.3 Task No. 3: Business Impact Analysis (Fit/Gap Analysis)

The contractor shall review the functionality of the Commission's current budget system and perform a fit/gap analysis with the budget system modules.

Deliverables: The Commission's acceptance of the Fit/Gap Analysis and recommendations.

2.4 Task No. 4: Customization Assessment

The Contractor shall perform with the Commission an assessment of the customizations requirements.

Deliverables: The Commission's acceptance of system customization assessment and recommendations.

2.5 Task No. 5: Certified Software Installation

The Contractor shall install the budget system software to the Commission's systems according to the manufacturer's instructions and recommendations.

Deliverables: The Commission's acceptance of the budget system software installation.

2.6 Task No. 6: Line Item Budgeting and Position Budgeting

The Contractor shall successfully design and build the target business processes related to line-item budgeting, allocation distribution, and position budgeting. The Contractor shall configure test tables, design and build the budget system interfaces and integration points (with PeopleSoft Financial and Human Resources) according to project scope.

Deliverables: The Commission's acceptance of all required functionalities as stated in this Statement of Work.

2.7 Task No. 7: Test Migration

The Commission shall perform a final test and acceptance for the budget system integrated Licensed Product to validate that all processes operate in accordance with the requirements of this Statement of Work.

Deliverables: The Commission's acceptance that the implementation is error-free and can be executed in an acceptable amount of time for go-live weekend.

2.8 Task No. 8: User Testing

The Contractor shall work with Commission staff to prepare test scripts for unit and integration testing by the Commission's users and oversee the implementation testing performed by the end users.

Deliverables: The Commission's acceptance of the user test scripts and test results.

2.9 Task No. 9: User Training

The Contractor shall use the testing effort to train end users on the budget system software capabilities that are specific to the Commission's business processes. A new training manual should be developed at the same time.

Deliverables: The Commission's acceptance of the users' training and training manual.

2.10 Task No. 10: Move to Production

The Contractor shall coordinate (with the Commission's approval) cutover weekend and shall execute the final move to production.

Deliverables: The Commission's acceptance of the final copy of the production database and the final functionality testing.

2.11 Task No. 11: Post-Production Support

Consultant shall provide a minimum of six weeks of post production support.

Deliverables: The Commission's acceptance and clearance of the issue and resolution log summarizing the post-production effort.

2.12 SCHEDULE OF DELIVERABLES

The Commission expects the Contractor to have staff on-site throughout the implementation process. A rigorous schedule of deliverables will be developed as part of Task 1 Overall Implementation Strategy Assessment.

3.0 SPECIFIC REQUIREMENTS

3.1 The Contractor shall provide a system that has out of the box functionality to perform and provide the minimum system requirements listed below.

3.1.1 The system must have capacity to fully integrate with PeopleSoft HRMS, Financials Systems and Excel. The integration should allow for simple, timely, accurate integration of data.

3.1.1.1 Budget data must be able to upload to PeopleSoft Financials.

3.1.1.2 PeopleSoft financial data must be able to download into the budget system.

3.1.1.3 Employee salary data, for approximately 700 employees, must be imported from PeopleSoft HRMS into the budget system.

3.1.1.4 The budget system must have the ability to download working Excel template from the budget system, allow data input into template, and submit data back into the budget system automatically.

3.1.2 The system must have ability to house multiple business units within the system, including the ability to report data at the roll-up level, including and excluding specific cost centers; system must also be able to track by project types (i.e. capital projects).

3.1.2.1 The organization hierarchy includes two (2) business entities; twelve (12) Divisions; two hundred (200) departments; three thousand (3,000) projects (1-200 projects per department); three hundred sixty (360) accounts and one hundred sixty (160) active funds.

3.1.2.2 A project is associated with a single department, the department is associated with a single division and a division can be associated with two business entities.

- 3.1.3** The system must have baseline functionality budgeting at the lowest level by account at the project level.
- 3.1.4** The system must provide automation of allocations of several division budgets, including the ability to handle multi-level, multi-step allocation processes. The target and source chart field is always an account, fund, and project number combination; the system must be able to handle multiple statistical calculations (i.e. headcount, percent of budget, etc). The system must also be able to reverse, or re-run and replace previous allocation processes.
- 3.1.5** The system must provide budget planning modules with the ability to budget by month and by year.
- 3.1.6** The system must be able to perform a budget adjustment function by the user inputting a percent formula or number to increase/reduce the total budget. The system should automatically allocate and pro-rate the adjustment down to the projects, accounts, funds departments, and entity based on the overall percent of expenses within the specified dimension (account/project/fund/division/entity)
 - 3.1.6.1** When making adjustments, the system should also allow the user to lock certain cells that should not receive the adjusted increase/decrease. The system should allow the user to lock data in any combination by month, accounts, projects, funds, departments, division, and entity.
- 3.1.7** The system must allow position budgeting at the employee level, with roll-up capability to the classification, project, fund, department, division and entity levels. Retention of historical data, including budget, forecast, actual and salary distribution tracking within the system for multi-year comparisons.
 - 3.1.7.1** Employee data includes job classification, assignment, project distribution and salary.
- 3.1.8** The system must be able to calculate benefit amount based on a pre-set benefit percent; the benefit calculation is a percentage of the salary amount.
- 3.1.9** The system must allow provisions for editing, updating, and reporting of a large volume of data.
- 3.1.10** The system must provide complete audit trail tracking of all transactions.
- 3.1.11** The system must be able to handle extensive reporting and inquiry capabilities for both scheduled and ad hoc information requests with the ability to extract data into Excel.
- 3.1.12** The system must have drill down capabilities for all data within any on-line reports (i.e. drill down of the budget amount by project and account).
- 3.1.13** The system must provide access to prior years' data (at least five to ten (5-10) years of budget data and five to ten (5-10) years of actual data) for historical comparative analysis and reporting.
- 3.1.14** The system must have an effective and user friendly forecasting module that is functional at multiple levels including project, fund department, division, and entity.

- 3.1.15** The system must have capability to report single year budgets as well as multi-year capital budgets. System must be able to track and report capital budget separately as well as combined.
- 3.1.16** The system must have ability to track detailed budget on each account.
 - 3.1.16.1** The budgets for some accounts, like travel, are made up of a number of individual line items. The system should have a pop-up menu that allows minimum entry of twenty-five (25) line items that include a description field, current year budget field and previous year's budget field for each line item. The budgets for the individual line items entered should be summarized/consolidated to the account level.
- 3.1.17** The system must have a scheduler module to automatically download from PeopleSoft Financials on a daily, weekly, and monthly basis, and automatically create missing data and generate an error log report.
- 3.1.18** The processing time of the budget system must be at least the same speed if not better than our existing system.
- 3.1.19** The system must have the ability to directly interface with, or otherwise efficiently transfer (i.e. download to a spreadsheet environment), a wide range of financial system data to PC's or remote locations for analysis.
- 3.1.20** The system must have ability to assign access rights by user type, project, fund, department, division, or entity. Access rights assigned to user may include combination of one, some, or all dimensions listed above. High security levels for all sensitive system data is required.
- 3.1.21** The system must have the ability to provide multiple working versions of the budget, by department, division, and entity, i.e. budget version 1, budget version 2, etc.
- 3.1.22** The system must have the ability to copy previous year's budget or actuals as a baseline and have the ability to add an across the board adjustment factor.
- 3.1.23** The system must have user-friendly properties and ease of use in all operational modes.
- 3.1.24** The system must have remote access capability
- 3.1.25** The system must have work flow routing capability
- 3.1.26** The system must have electronic approval capability
- 3.1.27** The system must have unlimited amount of fields, i.e. department, fund, account project etc.
- 3.1.28** The system must have the ability to create parent child relationships among projects, accounts, funds, departments, division, and entity.

3.2 Reporting

The Contractor shall deliver a system that can provide the following listing of personnel and budget reports.

The following reports are essential to the operations of the Budget Office and will need to be delivered in the recommended system. The system must have the ability to query, upload data to spreadsheets, and print hard copies from the

system for the reports identified below. These are key elements required by the proposed system.

Personnel/Position Budgeting Reports

- 3.2.1** All personnel reports must have the option to be viewed on screen, print hard copies, or download to Excel.
- 3.2.2** All reports consist of four (4) columns; previous year's actuals, current year's budget, current year's estimated expenditures, and next year's new budget.
- 3.2.3** Job Classification Report – Run employee job classification/position budgets by project, department, division, and agency (i.e. Ability to see the breakdown for all Analyst II employees in a particular project, department, division, entity or at the agency level).
- 3.2.4** Position Distribution Report – Run budgeted position count by account, project, department, division, and agency (i.e. ability to see employee/position counts with no names displayed, just positions).
- 3.2.5** Individual Employee Reports – Reflect employee's salary broken down by individual months for current fiscal year, estimated for end of current fiscal year, and forecasted budget for next fiscal year (i.e. 2 months @ \$3,000 and 10 months @ \$3,200).
- 3.2.6** Assignment and Distribution Personnel Reports – The job classification, budgeted salary data and the percentage distribution information by project for all employees and assignments.
- 3.2.7** Employee reports – Contract and/or regular positions by project, department, division, entity and agency.
- 3.2.8** Job classification list of approximately 70 classifications

Financial Budgeting – Budget Reports

- 3.2.9** All financial/budget reports must have the option to be viewed on screen, print hard copies, or download to Excel.
- 3.2.10** All reports consist of four (4) columns of data: previous year's actuals, current year's budget, current year's estimated expenditures, and next year's new budget.
- 3.2.11** All reports must be able to extract data by account, project, fund, department, division, entity, and agency.
- 3.2.12** All reports consist of financial data by account (i.e. printing, supply, etc.) and subtotal by category (personnel, capital, etc.)
- 3.2.13** The profit/loss budget report must be able to print at different levels; project, roll up to department, roll up to fund, roll up to division, roll up to entity, and roll up by district. Each report must have subtotals by account category and grand total of revenues and expenditures.
- 3.2.14** Budget summary reports by project, fund, department, division, entity, agency and consolidation of various divisions, departments, and projects.
- 3.2.15** Variance reports
 - 3.2.15.1** Budget to Estimated Budget report comparing account variances between current year's budget vs. current year's

estimates. The system must have the ability to run the report by project, fund, department, division, entity, agency and consolidation of various divisions, departments, and projects. The report must include the dollar variance and the percentage variance.

- 3.2.15.2** Budget to Budget report comparing account variances between current year's budget vs. next year's budget. The system must have the ability to run the report by project, fund, department, division, entity, agency and consolidation of various divisions, departments, and projects. The report must include the dollar variance and the percentage variance.
- 3.2.15.3** Actual to Budget report comparing account variances between prior year's actuals vs. next year's budget. The system must have the ability to run the report by project, fund, department, division, entity, agency and consolidation of various divisions, departments and projects. The report must include the dollar variance and the percentage variance.
- 3.2.16** Account totals reports by project, fund, department, division, entity and agency.
- 3.2.17** Consolidated Reports
 - 3.2.17.1** Reports by entity, with the ability to include or exclude specified departments or divisions.
 - 3.2.17.2** Reports by project, department, division and entity
 - 3.2.17.3** Consolidation reports by projects (minimum of 50), departments (minimum of 50), divisions (minimum of 50), districts (6). Reports must subtotal by category (Revenue is categorized as Housing Revenue, other grants, fees and charges, use of money and other revenue. Expense is categorized as Personnel, non-personnel, pre-development, subvention and disbursement, capital outlay, internal fund transfer (IFT), reserve transfers). The grant total must include total revenue, total expenses/IFT, and total surplus/deficit
 - 3.2.17.4** Consolidated budget reports by entity with the option to include or exclude internal services units. This reporting is a dynamic grouping of accounts, funds, projects, departments and divisions.
- 3.2.18** System tables (account, project, fund, department, division, entity, district, account category).
- 3.2.19** Print out hard copies of allocation table reports
- 3.2.20** Division budget exhibit reports downloadable to Excel. Report must have the ability to include account number(s), multiple departments, multiple projects, description of various items budgeted under the account (see 3.1.16.1), previous year's budget and current year's budget.
- 3.2.21** Reports by project, department, division, agency, and district for all projects, departments and divisions.

3.3 System Set-Up

The Contractor Shall Provide a System That Can Provide the Following System Set-up Functionalities.

- 3.3.1** Addition of projects, departments, divisions, accounts, funds, and districts.
- 3.3.2** Deletion of projects, departments, divisions, accounts and funds.
- 3.3.3** Budget individual employees with monthly/annual salaries, project information and distribution (this may include one employee's time being charged to many projects, ultimately summing to 100% distribution).
- 3.3.4** Individual employee budgets need to show classification and historical changes of classification (i.e. Analyst II to Analyst III)

3.4 Overall Implementation Strategy Assessment

The contractor shall perform an assessment of the Commission's overall implementation strategy and provide the following:

- 3.4.1** The Contractor shall review and evaluate the Commission's overall implementation strategy,
- 3.4.2** The Contractor shall complete analysis of the Commission's current infrastructure,
- 3.4.3** The Contractor shall review the Commission's in-house resources and their roles, and
- 3.4.4** The Contractor shall provide recommendations for optimizing the infrastructure to ensure that system hardware and software are sized, and configured to satisfy system requirements,

3.5 Detailed Project Plan

The Contractor shall, upon completion of the overall Strategy Assessment as described above, prepare a detailed project plan (Plan) that includes the following:

- 3.5.1** A schedule of tasks that includes:
 - Activities
 - Deliverables
 - Dependencies
 - Commission resource utilization, and
 - Deliverable evaluation turnaround time performed by the Contractor, Commission, or both
- 3.5.2** The Plan must address all elements included in the Task description.

3.6 Business Impact Analysis (Fit-Gap Analysis)

- 3.6.1** The Contractor shall provide Functional Consultants to assist in comparing the Commission's current business practices and existing system with the features and functionality of the new budget system.
- 3.6.2** The Contractor shall, as a result of the business impact analysis, provide documentation for required/necessary changes in business practices due to new system limitations and/or functionality.

- 10

3.10 Test Migration

- 3.10.1** The Contractor shall iteratively test the system until the full implementation process can be completed within a two to three consecutive day window for a weekend cutover.
- 3.10.2** The Contractor shall resolve Issues in a test cycle before a subsequent test cycle is started.
- 3.10.3** The Contractor shall make adjustments to the budget system scripts to ensure that each runs smoothly and efficiently to reduce turnaround time.
- 3.10.4** The Contractor shall ensure that the successful test migration has no restores of the database during the implementation process, no reported go-live issues, with the full implementation executed within 48 hours or other mutually agreed upon time frame.
- 3.10.5** The Contractor shall ensure that at least two test migrations are successful with the final test migration requiring no more than two consecutive days for execution.
- 3.10.6** The Contractor shall use the latest scripts for the final move to production.
- 3.10.7** The Contractor shall ensure that the implementation detail includes all manual and exception processing steps performed by Contractor as part of the implementation process.
- 3.10.8** The Contractor shall ensure that the implementation is discrepancy free.

3.11 User Testing

- 3.11.1** The Contractor shall prepare test scripts with various test scenarios for unit, security, and integration testing by the Commission's users and oversee the implementation testing performed by the end users.
- 3.11.2** The Contractor shall resolve problems identified by the end users that can be related to the implementation or to changes in the configuration/set-up or migrated customizations.
- 3.11.3** The Contractor shall differentiate between actual production issues and enhancements/improvements desired by the end users, which must wait until after the implementation move to production in the course of resolving problems identified during testing.
- 3.11.4** The Contractor shall maintain a separate list of the user-identified enhancements/improvements.
- 3.11.5** The Contractor shall include test scripts for each module to be used for unit, security and integration testing to verify that the system was implemented properly, issue log and resolutions for problems related to the implementation or to changes in the configuration/set-up, and the list of desired enhancements identified by the end users during testing.

3.12 User Training

- 3.12.1** The Contractor shall use the testing effort to train end users on new features and functionality of the new release that are specific to the Commission's business processes.
- 3.12.2** The Contractor shall ensure that this training emphasizes the differences identified in Section 3.3 – Business Impact Analysis.

3.12.3 The Contractor shall include updated training and training materials that thoroughly covers all impacts of the Commission's transition to the upgraded version working with the Commissions' functional staff.

3.13 Support Issue Tracking and Resolution

3.13.1 The Contractor shall be responsible for the budget system issue tracking and resolution during the implementation cycle.

3.13.2 The Contractor shall be responsible for maintaining an issue/resolution log during the life of the project.

3.13.3 The issue/resolution log shall serve as anomaly log during the testing cycle.

3.14 Move to Production

3.14.1 The Contractor shall coordinate a cutover weekend with the Commission's approval.

3.14.2 The Contractor shall coordinate the cutover weekend with the Commission's technical staff and production users.

3.14.3 The Contractor shall verify the final copy of the production database and that the system is stabilized.

3.14.4 The Contractor's staff member who performs the final move to production must have completed at least one successful test migration during user testing.

3.15 Post-Production Support

3.15.1 The Contractor shall provide a minimum of six weeks of post-production stabilization support to ensure that the implementation system functions well.

3.15.2 The Contractor shall work with the Commission's functional users to resolve any issues that surface following the implementation when users begin working in the newly production system.

3.15.3 The Contractor shall include an issue and resolution log summarizing the post-production effort.

4.0 RESPONSIBILITIES

The Commission and the Contractor's responsibilities are as follows:

Commission

4.1 Personnel

4.1.1 The Commission shall monitor the Contractor's performance in the daily operation of this Contract.

4.1.2 The Commission shall provide direction to the Contractor in areas relating to policy, information and procedural requirements.

4.1.3 The Commission shall prepare amendments to the Contract in accordance with the Contract.

4.2 Budget System Software

The Commission will provide to the Contractor all necessary software to perform the implementation as provided by the manufacturer.

4.3 Technical and Functional Support

The Commission shall perform essential technical and functional support to the implementation effort that the Commission has identified as necessary. Commission personnel will perform many of the essential tasks to control overall costs, including the following:

4.3.1 Creating all copies of the production database used in the implementation process.

4.3.2 Backing up databases as needed during the process.

4.3.3 Reviewing reports and performing any required data cleanup.

4.3.4 Making functional decisions (with support from the Contractor).

4.3.5 Working with the users to identify queries that need to be migrated.

4.3.6 Reviewing reports and identifying overrides.

4.3.7 Iterative user testing of the system, both unit and integration.

Contractor

4.4 Project Manager

4.4.1 The Contractor's Project Manager shall act as a central point of contact with the Commission, and shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.

4.4.2 The Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis. The Project Manager must be available during all hours, 365 days per year.

4.4.3 The Contractor's Project Manager shall be able to effectively communicate, in English, both orally and in writing.

4.5 Personnel

4.5.1 The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Contractor in every detail and must speak and understand English and be approved by the Commission.

4.6 Identification

4.6.1 The Contractor's employees must wear visible identification when working under the Contract on Commission property. The identification shall be:

- **Commission –issued photo ID**
- **The Contractor is responsible for the care and use of a Commission ID card. The Contractor will be charged \$20 for damaged or lost ID cards.**

4.6.2 The Contractor's employees must sign in and out at the receptionist desk at the beginning and ending of each workday.

4.7 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Contractor's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

5.0 HOURS / DAYS OF WORK

Commission office hours are from 8:00 a.m. to 5:00 p.m. Commission offices are closed on the following Holidays:

- **News Years Day**
- **Martin Luther King Day**
- **Presidents Day**
- **Memorial Day**
- **Independence Day**
- **Labor Day**
- **Columbus Day**
- **Veterans Day**
- **Thanksgiving Day**
- **Christmas Day**

6.0 WORK SCHEDULES

The Contractor shall submit for review and approval a work schedule facility to the Commission within ten (10) business days prior to starting work. The work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon, and the tasks to be performed.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. The revisions shall be submitted to the Commission for review and approval within five (5) business days prior to scheduled time for work.

ATTACHEMENT B-1

FEE SCHEDULE

Project Milestones Fee Schedule
ATTACHMNT B-1

Budget System Project	Fees
Delivery of Software - Enterprise License - up to 1,000 users, one time fee	\$87,500.00
Statement of Work Tasks (See Payment Schedule Attachment B-2)	\$244,900.00
Prorated Annual Software Maintenance Plan for FY 2009 (maximum)*	\$15,000.00
Project Management	\$11,200.00
Travel maximum	\$51,220.00
	409,820.00

Any renewal fee for the Annual Maintenance Plan (Subscription Fee) shall be due and payable in advance on or before January 1 of the current renewal term. The Software Subscription Fee shall remain at 25% of the software list price, fixed for the first five years. After the five years, Contractor agrees that the charge for Software Subscription Fee to the Customer will not exceed the rate charged to other customers receiving the same service plan.

ATTACHEMENT B-2

PAYMENT SCHEDULE

MILESTONE PAYMENT SCHEDULE

The Community Development Commission of the County of Los Angeles will approve Milestones for payment, using the Certificate of Acceptance (Attachment C).

Contractor invoices for payments pursuant to Attachment B-2, Milestone Payment Schedule and can be submitted at the time of achievement of each project milestone. Payment shall be forwarded to the contractor on an expeditious basis following the execution of the Certificate of Acceptance by the Community Development Commission of the County of Los Angeles for that milestone.

The contractor shall be paid in accordance with the Commission's standard accounts payable system.

Attachment B-2

Budget System Project Milestones	Fees
1. Delivery of Software (license fee)	\$87,500.00
Prorated Annual Maintenance Fee, not to exceed	\$15,000.00
1.1 Requirements Analysis & Implementation Strategy Assessment	\$26,420.00
1.2 Completion of the Detailed Work Plan	\$3,200.00
1.3 Examine Solution for Gaps (Fit-Gap Analysis) and Review Analysis with Customer	\$4,800.00
1.4 Design High Level Solution Architecture & Discuss Customization Assessment with Customer	\$1,600.00
2.3 Install and Configure Board Software	\$4,440.00
2.4.1 Database and Interface	\$28,960.00
2.4.2.1 Configuration of Salary & Benefits Forecasting Model	\$7,400.00
2.4.2.2 Configuration of Operating Budget	\$7,400.00
2.4.2.3 Configuration of Capital Budget	\$7,400.00
2.4.2.4 Configuration of Allocations	\$7,400.00
2.4.2.5 Configuration of Forecasting	\$2,960.00
2.4.2.6 Configuration of Budget Versions, Workflow and Controls	\$2,960.00
2.4.2.7 Development of Procedures to Export Data from Board into GL/HR/Finance	\$4,440.00
2.4.2.8 Test and Validate Exported Data	\$2,960.00
2.4.2.9 Reports & Financial Statements	\$14,800.00
2.4.3 Configure Security	\$2,960.00
2.4.4 Quality Review	\$4,800.00
3.1 Migration Testing	\$7,400.00
3.2 User Acceptance Testing	\$29,600.00
3.2.1 Prepare Training Material	\$4,440.00
3.2.2 Deliver Board Developer Training Class (on-site)	\$6,400.00
3.2.3 Deliver End User Training Class	\$14,800.00
4 Deployment (Move to Production)	\$2,960.00
5 Launch & Production Support - Monthly Billing ; not to exceed	\$44,400.00
6 Project & Issue Management - Billed as incurred; not to exceed	\$11,200.00
Travel costs - Billed as incurred; not to exceed	\$51,220.00
Total	\$409,820.00

ATTACHMENT C

**CERTIFICATE OF
ACCEPTANCE**

Certificate of Acceptance

Commission agrees that all acceptance test criteria for Payment Milestone (Insert Payment Milestone description) have been successfully met and the Commission formally accepts this payment milestone.

COMMUNITY DEVELOPMENT COMMISSION THE
COUNTY OF LOS ANGELES

By:

Emilio Salas, Director

Date:

ATTACHMENT D

REQUIRED FORMS

(8 IN TOTAL)

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Bidder/Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Bidder/Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder/Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Bidders/Proposers unable to meet this requirement shall not be considered for contract award.

Bidder/Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

- A. Bidder/Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by Commission/Housing Authority) X NO

- B. Bidder/Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Bidder/Proposer is willing to interview qualified GAIN/GROW participants.

_____ X YES _____ NO

- C. Bidder/Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ X YES _____ NO _____ N/A (Program not available)

Bidder/Proposer Organization: NeuroBrain, LLC

Signature: 

Print Name: YANA McLONADY

Title: Partner Date: 8/18/08

Tel.#: 301 - 296 - 4477 Fax #: 301 - 560 - 8545

**COMMUNITY DEVELOPMENT COMMISSION
CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The Community Development Commission's (Commission) solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the Commission's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the Commission will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name:	Neubrain LLC		
Company Address:	2275 Research Blvd, Suite 500		
City:	Rockville	State:	MD Zip Code: 20850
Telephone Number:	301-296-4477		
Solicitation For (Type of Goods or Services):	Services & Software		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the Commission will exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

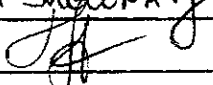
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	YANA MELONATY	Title:	Partner
Signature:		Date:	8/18/08

**FEDERAL LOBBYIST REQUIREMENTS
CERTIFICATION**

Name of Firm: NeuroBrain LLC Date: 12/08/08
Address: 2275 Research Blvd, Suite 500
State: MD Zip Code: 20850 Phone No.: 301-296-4477

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: YANA McCONAHY Title: Partner
Signature: [Signature] Date: 12/08/08



CHARITABLE CONTRIBUTIONS CERTIFICATION

Neubrain LLC
Company Name
2275 Research Blvd, Suite 500
Address
161675809
Internal Revenue Service Employer Identification Number
N/A
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

(X) ()

OR

YES NO

Proposer of Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

() ()

[Signature]
Signature
YANA McConaty, Partner
Name and Title (please type or print)
12/08/08
Date

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Neubresin LLC

Vendor's Name

2275 Research Blvd, Suite 500, Rockville MD 20850

Address

161675809

Internal Revenue Service Employer Identification Number

GENERAL

The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws.

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.
3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Name: YONA McCONAGHY Title: Partner

Signature: [Signature] Date: 12/08/08

CERTIFICATION OF NO CONFLICT OF INTEREST

CONTRACTS PROHIBITED

The Community Development Commission of the County of Los Angeles (Commission), shall not contract with, and shall reject any proposal(s) submitted by, the persons or entities specified below, unless the Executive Director finds that special circumstances exist which justify the approval of such contract:

1. Employees of the Commission for which the Commission is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Executive Director for approval shall be accompanied by an assurance by the submitting division that these provisions have not been violated.

YANA McCONAHY
Print Proposer Name

[Signature]
Official's Signature

Partner
Print Proposer Official Title

18 | 08 | 08
Date

**CERTIFICATION OF INDEPENDENT COST DETERMINATION
& ACKNOWLEDGEMENT OF IFB RESTRICTIONS**

A. By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

B. List all names and telephone number of person(s) legally authorized to commit the Bidder.

PRINT NAME

PHONE NUMBER

YANA McCONAHY

301- 296 - 4477

NOTE: Persons signing on behalf of the Bidder will be required to warrant that they are authorized to bind the Bidder and company of representation.

C. List names of all joint ventures, partners, subcontractor, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

BOARD USA

D. Bidder acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this IFB. Bidder understands that if it is determined by the Community Development Commission of the County of Los Angeles (Commission)/Housing Authority of the County of Los Angeles (Housing Authority) that the Bidder did participate as a consultant in this IFB process, the Commission/Housing Authority shall reject this bid.

Neubrain LLC
Print Name of Firm

YANA McCONAHY Partner
Print Name of Signer Print Title

[Signature] 12/08/08
Signature Date

CONTINGENT FEE REPRESENTATION AND AGREEMENT

The bidder/proposer represents and certifies as part of its bid/ offer that, except for full-time bona fide employees working solely for the bidder/proposer, the bidder/proposer:

(1) ☐ has, ☒ has not employed or retained any person or company to solicit or obtain this contract; and

(2) ☐ has, ☒ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

If the answer to either (1) or (2) above is affirmative, the bidder/proposer shall make an immediate and full written disclosure to the Procurement Officer.

Any misrepresentation by the bidder/proposer shall give the Community Development Commission of the County of Los Angeles/Housing Authority of the County of Los Angeles the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

Authorized Official:

Name: YANA McCONAHY Title: Partner

Signature: [Signature] Date: 12/08/08

ATTACHMENT E

REQUIRED NOTICES

(5 IN TOTAL)

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saeed, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Gratland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saez, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Beathwaite-Burke, Supervisora, Segundo Distrito

Zeljko Slavsky, Supervisor, Tercer Distrito

Dora Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2005)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2005 are less than \$37,263 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

**How Will My Employees Know If They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2005)
Cat. No. 205991



BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Vendor Name: G COAST CONSTRUCTION INC.

Alias:

Debarment Start Date: 9/11/2007 **Debarment End Date:** 9/10/2012

**Principal Owners
and/or Affiliates:** Ezra Levi

Vendor Name: INSPECTION ENGINEERING CONSTRUCTION

Alias: Inspection Engineering Construction

Debarment Start Date: 6/13/06 **Debarment End Date:** 6/12/16

**Principal Owners
and/or Affiliates:** Jamal Deaifi

COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES (COMMISSION)

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4% of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs for the County of Los Angeles.

The Commission recognizes the importance of small business in...

- ❖ fueling local economic growth
- ❖ providing new jobs
- ❖ creating new local tax revenues
- ❖ offering new entrepreneurial opportunity to those historically under-represented in business

The Commission can play a positive role in helping small businesses grow...

- ❖ as a multi-billion dollar purchaser of goods and services
- ❖ as a broker of intergovernmental cooperation among numerous local jurisdictions
- ❖ by greater outreach in providing information and training
- ❖ by simplifying the bid/proposal process
- ❖ by maintaining selection criteria which are fair to all
- ❖ by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program to: a) inform and assist the local business about contracting opportunities; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, and address subcontracting and conduct business with our vendors in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.



ATTACHMENT F

SOFTWARE LICENSE AGREEMENT

Neubrain, LLC
Board Management Intelligence Toolkit - Customer License Agreement

System Software License and Service Agreement (SLSA)

**CUSTOMER LICENSE AGREEMENT FOR
BOARD MANAGEMENT INTELLIGENCE TOOLKIT SOFTWARE**

**The Community Development Commission
of the County of Los Angeles**

- and -

Neubrain, LLC

- i -

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Dated _____

PARTIES

- (1) Neubrain, LLC (the "Reseller"); and
- (2) The Community Development Commission of Los Angeles (the "Customer").

RECITALS

- A. Board International, S.A., Inc. ("Board S.A.") is the owner of the Board Management Intelligence Toolkit software ("the Software"). Board USA, Inc., a Massachusetts corporation ("the Company"), is the exclusive distributor of Board Management Intelligence Toolkit Software in North America.
- B. Pursuant to a Board Solution Partner Agreement made between the Reseller and the Company, the Reseller is authorized to distribute and license the Software in the Territory, as herein defined.
- C. The Customer wishes to use and the Reseller is willing to license certain Software to the customer on the terms and conditions set out in this Agreement.

1. DEFINITIONS

In this Agreement, unless the context otherwise requires:

"Customer Order"	means the Customer order(s) attached hereto as Schedule A (or included in Schedule A pursuant to Section 3.3).
"Customer Application"	means any resulting application developed with the Software.
"License"	means the license for the Software granted in Section 3.
"License Fee"	means the license fee for the Software set forth in the Customer Order.
"Reseller Agreement"	means the Reseller Agreement for Management Intelligence Toolkit Software by which the Reseller has been appointed as a reseller of the Company to distribute and license the Software and to provide, if applicable, Software Subscription services.
"Software"	means the Board Management Intelligence Toolkit Software described in the Customer Order(s) attached hereto as Schedule A.
"Software Documentation"	means all documentation accompanying the Software.

"Software Subscription"	means the provision of all updates (correction of errors, modifications, improvements and extensions) to the Software developed by the Company from time to time and to be offered to all Customers purchasing Software Subscription.
"Software Subscription Agreement"	means an agreement entered into by Reseller and Customer for Software Subscription subsequent to this Agreement.
"Software Subscription Fee"	The annual fee payable by the Customer to the Company to purchase Software Subscription for a calendar year.
"Territory"	means the geographical location
"Warranty Period"	means the period set out in Section 7.1.2.

2. ORDERS, DELIVERY AND LICENSE FEE

- 2.1. The Customer hereby orders and licenses from the Reseller the Software described in the Customer Order.
- 2.2. The Reseller will deliver the following to the Customer within forty-five (45) days of the date Customer signs and delivers this Agreement:
 - 2.2.1. the Software, which will be transferred to the Customer on CD-ROM or via electronic file transfer as indicated in the Customer Order;
 - 2.2.2. one software key for each Customer server or work station set forth in the Customer Order; and
 - 2.2.3. one complete set of the Software Documentation.
- 2.3. The Customer shall pay the Reseller the License Fee in accordance with the terms and conditions set forth in the Customer Order.
- 2.4. If the Customer elects to purchase annual Software Subscription as specified in the Customer Order, the Software Subscription Fee for the initial term shall be prorated based upon the number of months remaining in the current calendar year and will be due and payable with the License Fee. Any renewal fee shall be due and payable in advance on or before January 1 of the current renewal term. The Software Subscription Fee shall remain at 25% of the software list price, fixed for the first five years. After the five years, Reseller agrees that the charge for Software Subscription Fee to the Customer will not exceed the rate charged to other customers receiving the same service plan.

3. GRANT OF LICENSE

- 3.1. The Reseller grants to the Customer, and the Customer hereby accepts, a non-exclusive, non-transferable, limited license to:
 - 3.1.1. use one copy of the Software for each software key purchased in machine executable object code only;
 - 3.1.2. load and store the Software only on the Customer's equipment;

- 3.1.3. run the Software as so loaded;
- 3.1.4. display, transmit, and alter the Software only as expressly provided in the Software Documentation;
- 3.1.5. copy the Software for back-up and archival purposes only as is necessary for the Customer security;
- 3.1.6. copy the Software to create test and development environment for the purpose of the implementation and when patches are applied throughout the use of the software program.
- 3.2. Except as expressly provided in this Agreement, no license is granted to the Customer to:
 - 3.2.1. reproduce the Software or the Software Documentation or any part of it by any means or in any form;
 - 3.2.2. translate, adapt, arrange, alter, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code for the Software or any parts of it;
 - 3.2.3. modify or integrate the whole or any part of the Software into software not provided by the Reseller except with the Reseller's prior written consent;
 - 3.2.4. redistribute, sell, assign, license, sub-license, transfer, deliver copies to or otherwise make the Software or the Software Documentation available to any third party;
 - 3.2.5. allow the Software or the Software Documentation to be used by any third party for the purpose of allowing access on a time-sharing basis or for any other similar purpose; or
 - 3.2.6. remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols, or labels in the Software or the Software Documentation or in copies the Customer makes of the Software or Software Documentation (as allowed under this Agreement).
- 3.3. This Agreement shall extend to and govern any additional Management Intelligence Toolkit Software ordered by and delivered to Customer pursuant to the Reseller's authorized order form and such customer order shall constitute a Customer Order as defined herein and shall be deemed to be included in Schedule A of this Agreement. In such case, Reseller shall deliver the Software to the Customer within forty-five (45) days of the date a valid Customer Order is delivered to Reseller by the Customer.
- 3.4. The Customer may extend the License to optional modules by executing a Customer Order for such optional module(s) and by otherwise complying with the terms and conditions applicable to such optional module(s) effective at that time.
- 3.5. The Customer shall have no right, title or interest in the Software except as expressly granted under this Agreement. If the terms and conditions of the Customer Order are inconsistent with the terms and conditions of this Agreement, this Agreement shall control.

4. OWNERSHIP

All intellectual property rights in the Software and the Software Documentation and in any enhancements or modifications to the Software supplied by the Reseller shall remain the property of Board International, S.A.. Board International, S.A. also retains all rights in any Customer Applications; however, Customer shall have a non-exclusive, non-transferable limited license to use any Customer Application for its internal business purposes in accordance with the terms and conditions of this Agreement. The Customer acknowledges such

ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with Board International, S.A. ownership of or rights with respect to the Software and Software Documentation.

The Customer agrees that Board International, S.A. may use for any purpose, in any media now known or hereafter devised, all suggestions, improvements, and any other information, ideas, concepts, know-how, works of authorship, and inventions (including corrections to problems with the Software, whether written or oral) provided by Customer to Board International, S.A. or the Company without any duty of accounting or other compensation by Board International, S.A. or the Company to Customer.

5. CONFIDENTIALITY

The Customer and the Reseller undertake to the other to:

- 5.1. Keep confidential and not disclose to any person (except its employees, agents and sub-contractor(s)) all information (written or oral) about the other's business and affairs obtained or received before or after the date of this Agreement except information which:
 - 5.1.1. was already in its possession before contact with the other was established;
 - 5.1.2. is in the public domain other than due to a breach of this section;
 - 5.1.3. is received from a third party who is free to disclose that confidential information; or
 - 5.1.4. is required to be disclosed by law or by any governmental authority; and
- 5.2. Notwithstanding the foregoing or any separate confidentiality agreement between the parties, Customer agrees that Reseller may share with the Company and the Company's affiliates any information obtained from Customer regarding the Customer Order, the License, Customer's use of the Software, Customer's compliance with this Agreement (including the payment obligations hereunder), Customer's contact information, and any related communication regarding the foregoing.
- 5.3. Take all such steps as shall from time to time be necessary to ensure compliance with the provisions of Section 5.1 by its employees, agents and sub-contractor(s).

6. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

- 6.1. The Reseller shall indemnify, defend, and hold harmless the Customer and its elected and appointed officers, officials, representatives, employees, and agents from and against any and all claims, causes of action, demands, damages, costs, legal charges and expenses (including reasonable attorney's fees, expert witness's fees, and defense costs) incurred by the Customer which are due to any third party action against the Customer for infringement or alleged infringement of the intellectual property rights of any third party to the extent that such action is based on a claim that the Software used within the scope of this Agreement infringes any U.S. patents, copyrights, other property rights, or misappropriates any trade secrets, provided that the Customer:
 - 6.1.1. notifies the Reseller promptly in writing of any such claim of infringement of which it has notice;
 - 6.1.2. cooperates fully with the Reseller and permits the Reseller to defend or settle the claim on behalf of the Customer;
 - 6.1.3. did not alter, modify or use the Software with other software except as expressly provided in the Software Documentation; and

- 6.1.4. complied with all of the material terms and conditions of this Agreement and with all instructions in the Software Documentation.
- 6.2. In the event of any such claim or, if in the Reseller's opinion the Software is likely to become the subject of an intellectual property rights infringement claim, the Reseller shall have the right to replace or modify the Software to make it non-infringing.
- 6.3. The Customer agrees and acknowledges that Section 6.1 states the entire liability of the Reseller to the Customer for infringement of the intellectual property rights of any third party due to the use or possession of the Software or the Software Documentation.

7. WARRANTIES

7.1. The Reseller warrants that:

- 7.1.1. it has been authorized by the Company to offer the rights granted in this Agreement to the Customer;
- 7.1.2. for a period of ninety (90) days following the acceptance of the Software, the Software, when stored and used in accordance with the Software Documentation and in conjunction with properly maintained, fully operational and appropriate equipment, will materially conform to the performance set forth in the Software Documentation.
- 7.2. The Reseller does not warrant that the Software will meet the Customer's requirements or that the operation of the Software will be uninterrupted or error-free.
- 7.3. The Customer shall report any warranty claims relating to the Software in writing to the Reseller promptly upon discovery but in no event fourteen (14) days after the expiration of the Warranty Period.
- 7.4. The Customer acknowledges and agrees that the foregoing warranties shall not apply if the Software: (i) is used by the Customer in a manner inconsistent with this Agreement; (ii) is altered or modified by the Customer or someone other than the Reseller or the Company without the prior written approval of the Reseller; or (iii) becomes defective due to any cause within the control of the Customer.
- 7.5. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE RESELLER GRANTS NO WARRANTIES AND ALL WARRANTIES AND CONDITIONS RELATING TO THE SOFTWARE AND THE SOFTWARE DOCUMENTATION, WHETHER EXPRESS OR IMPLIED BY STATUTE, INCLUDING BUT NOT LIMITED TO IMPLIED CONDITIONS OF SATISFACTORY QUALITY, DESIGN, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMMON LAW OR OTHERWISE, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.
- 7.6. The Customer agrees and acknowledges that Customer's sole remedy in the case of a breach of the warranty in Section 7.1.2 shall be for Reseller to either, at Reseller's option, (a) repair or replace the defective Software so that it complies with the warranty or (b) refund the License Fee for the defective Software and terminate the applicable License.

8. LIMITATIONS ON LIABILITY

- 8.1. THE RESELLER SHALL NOT BE LIABLE TO THE CUSTOMER FOR LOSS OF PROFITS, LOSS OF CONTRACTS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, THIRD PARTY CLAIMS, OR INDIRECT OR CONSEQUENTIAL LOSSES INCURRED BY THE CUSTOMER, WHETHER OR NOT THE RESELLER HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH LOSSES AND WHETHER OR NOT ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE

AND WHETHER OR NOT ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

- 8.2. WITHOUT LIMITING THE EFFECT OF SECTION 8.1 OR EXPANDING THE RESELLER'S LIABILITY TO THE CUSTOMER UNDER THIS AGREEMENT, IN ANY EVENT (INCLUDING WITHOUT LIMITATION IF ANY EXCLUSION OR OTHER PROVISION CONTAINED IN THIS SECTION 8 SHALL BE HELD INEFFECTIVE OR UNENFORCEABLE FOR ANY REASON), THE MAXIMUM AGGREGATE LIABILITY OF THE RESELLER WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATION OR OTHERWISE SHALL NOT IN ANY CIRCUMSTANCES EXCEED THE LICENSE FEE RECEIVED BY THE RESELLER FROM THE CUSTOMER PURSUANT TO THIS AGREEMENT FOR THE SOFTWARE IN QUESTION.

9. SOFTWARE SUBSCRIPTION

The Customer may purchase Software Subscription as set forth herein. The Customer's election to purchase Software Subscription shall be expressly set forth in the Customer Order or in a separate Software Subscription Agreement. If the Customer does not purchase Software Subscription, the Customer acknowledges and agrees that it shall have no rights to or interest in any enhancements, improvements or re-releases of the Software.

9.1. ___ Software Subscription shall be for a minimum of twelve (12) months, commencing either:

- 9.1.1. where Software Subscription is set forth in the Customer Order, fourteen (14) days from receipt by the Customer of the Software from the Reseller; or
 - 9.1.2. where Software Subscription is not set forth in the Customer Order, on the date the Customer enters a Software Subscription Agreement.
- 9.2. Subject to compliance by the Customer with its obligations under Section 2.4, Software Subscription shall entitle the Customer to obtain from the Reseller all updates to the Software developed by the Company from time to time which are generally made available to software Subscription Customers and delivered to Reseller for the purposes of distribution to all Software Subscription customers.
- 9.3. Software Subscription includes maintenance, repair, diagnosis or other support of the Software as outlined in the Board Subscription Overview. Support for the Customer Application shall be the sole responsibility of the Customer.
- 9.4. The Customer shall pay the Reseller the Software Subscription Fee in accordance with the Customer Order or the Software Subscription Agreement, as applicable. If the Customer elects in writing to continue the Software Subscription after the first twelve (12) month period, the Customer shall pay the applicable Software Subscription Fee in effect at such time.

10. TRAINING

Upon request, the Reseller undertakes to provide training in the use of the Software for the staff of the Customer in accordance with the Reseller's standard scale of charges in force from time to time.

11. TERM AND TERMINATION

The Agreement shall start on the date shown at the top of this Agreement and continue in force until and unless terminated in accordance with Sections 28 and 29 of the Budget System Software and Consulting Services Implementation Contract between Reseller and Customer.

12. GOVERNING LAW

To the extent that the Company is a party to the dispute, (i) the laws of the in the State of California shall govern the interpretation and enforcement of this Agreement, without giving effect to that State's or any other jurisdiction's choice of law rules and (ii) any dispute, controversy, or other proceedings arising out of or related to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in the in the State of California and the parties hereby submit to the personal jurisdiction and venue of such courts.

13. ASSIGNMENT

The Customer shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Reseller.

14. FORCE MAJEURE

No party shall be liable for any failure to perform or delay in performance of its obligations under this Agreement, except for any obligation to pay money, due to circumstances beyond its reasonable control, including, but not limited to, acts of God, failure of power or communications, or changes in law or regulations or other acts of governmental authority.

15. SEVERANCE

Any provision of this Agreement that is held to be invalid or unenforceable by a court of competent jurisdiction shall not affect the other provisions of this Agreement which shall remain in full force and effect.

16. EXPORT LAWS

The Software and the Software Documentation shall not be exported or re-exported in violation of the U.S. Export Administration Act and its implementing regulations.

17. WAIVER

Failure or delay by any party to enforce any of its rights under this Agreement or to take any subsequent action shall not constitute a waiver of any such rights.

18. SCHEDULES

The Schedules attached hereto are incorporated into this Agreement as if set forth herein in full.

19. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when executed by each of the Parties to this Agreement, shall be deemed to be an original, and all of which counterparts together shall constitute one and the same instrument.

20. NOTICES

All notices hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, one (1) day after delivery to a nationally recognized overnight delivery service, charges prepaid, three (3) days after being sent by registered or certified mail, postage prepaid, or upon receipt of a transmission acknowledgement if sent by facsimile, to the parties at their respective addresses and facsimile numbers set forth on the signature page below, or to such other address or facsimile number as any Party shall have specified by notice to the other in accordance with this Section 20. Purchase orders and other routine business forms (and any notices not sent in accordance with the foregoing) shall be effective only upon receipt.

21. GOVERNMENT LICENSEE

If the Customer is a unit or agency of the United States Government ("Government"), the following provisions apply. The Government acknowledges the Company's representations that (a) the Software was developed at private expense, contains information that is confidential and proprietary to The Company and/or Board MIT, S.A., is a trade secret, and is published and copyrighted; and (b) the Software is "Restricted Computer Software" as that term is defined in Clause 52.227-19 of the Federal Acquisition Regulations ("FAR") and is "Commercial Computer Software" as that term is defined in the Department of Defense Federal Acquisition Regulation Supplement ("DFARS"). The Government agrees that if the Software is supplied to the Department of Defense ("DOD"), the Software is classified as "Commercial Computer Software" and the Government is acquiring only "limited rights" in the Software as that term is defined in Clause 252.227-7013(a)(13) of the DFARS. If the Software is supplied to any unit or agency of the United States Government other than DOD, the Government agrees that the Software is classified as "Restricted Computer Software" and the Government's rights in the Software will be as defined in Clause 52.227-19(c)(2) of the FAR.

22. PRESS RELEASES

Neither party will issue a press release or other public announcement regarding this Agreement without the other party's written consent. Provided that Reseller has notified Customer in advance and Customer does not object, the Reseller may list Customer as a client of the Reseller in promotional materials and on Reseller's website and may include with such listing a general description of the Software provided hereunder. Reseller agrees to provide Customer with a specimen of any use of Customer's name pursuant to this Section 27. Notwithstanding anything herein to the contrary, the Reseller shall have no right to use any trademark, service mark or logo of Customer, or any other symbol or image identifying Customer or any of its products or personnel.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the day and year first hereinabove written.

RESELLER

Neubrain, LLC

By: _____
Its: _____

Notice Address

2275 Research Blvd., Suite 500
Rockville, MD 20850
Facsimile: (301)560-8545

CUSTOMER

Community Development Commission
of the County of Los Angeles

By: _____
Its: _____

Notice Address

2 S. Coral Circle
Monterey Park, CA 91754

SCHEDULE A - Customer Order

Reseller Information:

Reseller:	Neubrain, LLC
Attention:	Yana McConaty
Reseller Address:	2275 Research Blvd., Suite 500
City, ST Zip:	Rockville, MD 20850
Reseller Telephone:	301-442-4129
Reseller Email:	yana_mcconaty@neubrain.com
Reseller Email:	inquiries@neubrain.com

Customer Information:

Customer Name:	Community Development Commission County of Los Angeles
Attention:	IT Unit
Customer Address:	2 S. Coral Circle
City, ST Zip:	Monterey Park, CA 91754
Customer Telephone:	323-890-7274
Customer Email (1):	
Customer Email (2):	

Order Information:

Subscription Contract:	Yes [X] No []
Contract Code:	
Order Reference Number:	

Note:

1. Contract Code will be assigned by Board upon receipt of the customer order
2. Order Reference Number identifies Customer Purchase Order Number

License Specification Form

All licenses are for the software known as Board Management Intelligence Toolkit. Customer may use any combination of the following license types for the enterprise known as The Community Development Commission of Los Angeles. If the Customer exceeds <1,000> Named Users, the Customer shall notify the Reseller in order to obtain additional license keys upon execution of a new Customer Order.

License Type	License Description
Developer	Enables the user to perform all Board functions (database, capsules).
Power User	Enables the user to perform all functions except access the Database area. It is possible to create/modify capsules, run data readers (but not create new data readers).
Lite+	Enables the user to view a capsule with the ability to perform data entry in reports, run procedures and data readers. User cannot create/modify a capsule or access the database definition.
Lite	Enables the user to work with capsules (predefined applications) in read-only mode (without data-entry). This license is designed for users who need to analyze data through predefined reports that are accessed through menus and buttons.
Web+	This is the BOARD Web Server. It enables users to dynamically analyze and interrogate, from an internet browser, data held in a BOARD database. The user can enter/modify data through reports, and run procedures from the browser.
Dual-Engine	Enables application access to both relational databases and multidimensional Infocubes.

Fee Summary:

- Enterprise License Fee: \$87,500
- Annual Subscription Fee: \$21,875

Terms

- License & Annual Subscription Fee: due **NET 30** days from Delivery Date of license keys.
- Annual Subscription Fee shall cover the period beginning from Delivery Date though December 31, 2009. Recurring Annual Subscription Fee shall cover the annual period of January 1st through December 31st and shall be invoiced 30 days in advance before the next annual period begins. Annual Subscription Fee shall be invoiced January 1st, and shall be due **NET 30** days from invoice date.

ATTACHMENT G

SOURCE CODE ESCROW AGREEMENT

VELO & ASSOCIATI

DEED OF DEPOSIT

Lugano, date.....

Before me Patrizia GALIMBERTI, Public Notary with legal practice in Lugano appeared on today's date the following person known to me as: Mr Franco Rosi, born in Bologna, Italy on the 27th (twenty-seventh) of January 1949 (nineteen forty-nine), Italian citizen, resident in Lugano; for the purpose of instructing me to draw up the following:

DEED OF DEPOSIT which I as Public Notary have set out.

Whereas:

- Mr. Franco Rosi , representing and director of the company Board International SA (hereinafter "the Depositor")
- The Depositor in question is the sole proprietor of the software denominated BOARD Management Intelligence version 6 (six); within the limits of the agreement with The Community Development Commission of the County of Los Angeles (Registration No, United States), whose registered office is at 2 Coral Circle, Monterey Park, CA 91755, the Depositor through his director Mr Franco Rosi (hereinafter "the Director") intends to deposit with the undersigned Public Notary a copy of the aforementioned software (hereinafter "the Software") and give precise instructions to the Public Notary;

It is hereby agreed as follows:

1. The Depositor deposits with the Notary Public who confirms receipt herewith, the Software in a sealed envelope which bears the date of the signing of the contract and the signature of the Depositor.

2. The Public Notary hereby receives in deposit the Software for a period of twenty years and is obliged to ensure its preservation in a safe place and to follow the following instructions given by the Depositor:

a) The deposit will be for a period of 20 years, unless parts 2b or 2c are exercised before this period expires. Upon termination of this twenty years deposit the Public Notary will return the Software to the Depositor or whom ever legally owns the proprietary rights of the Software at such time.

b) The Depositor may at any moment demand the return of the Software upon presentation to the Public Notary of a signed letter whereby both Board MIT and The Community Development Commission of the County of Los Angeles mutually agree to the terminations of this contract. Upon this event the deposit with the undersigned Public Notary shall be considered immediately terminated and returned to the Depositor.

c) The company, Community Development Commission of the County of Los Angeles, may request that the Public Notary delivers the Software following presentation of a valid document from the Swiss Chamber of Commerce certifying the removal of the company Board International SA from the Register.

The undersigned Public Notary may deliver the Software exclusively to the petitioner following presentation of the afore-mentioned document unless it has been previously informed by the Depositor, by registered letter, that the proprietary rights in "BOARD Management Intelligence" have been assigned for good consideration or gifted to third parties. In this latter event, the present deed of deposit shall continue between the Public Notary and the party owning the proprietary rights of the Board Management Intelligence software.

3. In the event of an objection relating to the decision of the undersigned Notary to deliver or not deliver the Software, each party will be permitted to request the nomination of an arbitrator according to the Arbitration Rules of the Chamber of Commerce and Industry of Geneva. The arbitration will take place in Geneva.

The undersigned Notary Public will be bound by the decision of the arbitrating tribunal.

4. The place of delivery will be at the offices of the depositary Notary. ...

5. Expenses and notaries disbursements relative to the present deed, jointly taxed at the annual deposit tax of CHF 300 (three hundred), are to be borne by Board International SA.

6. For the remainder the laws pertaining to Deposit Contracts apply in particular Article 472 (four hundred and seventy two), 481 (four hundred and eighty one).

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the day and year first hereinabove written.

Depositor

Board International SA

By: Franco Rosi

Signature: _____

Public Notary

VELO & ASSOCIATI

By: Patrizia Galimberti

Signature: _____

Notice Address:

Tel:
Fax:

Notice Address:

Tel:
Fax:

ATTACHMENT H

**CONTRACTOR'S
PROPOSAL**

ATTACHMENT I

STEERING COMMITTEE

Neubrain Steering Committee for Commission Budget System

Department Head - Chairman - Commission Executive Director
Senior manager from each major department
Project Director - Information Technology Unit
Project Manager/Business Analyst from each major department
Contractor's Project Manager
Contractor's Project Sponsor

ATTACHMENT J

EMAIL COMMUNICATION

ATTACHMENT J

From: Yana McConaty [mailto:yana_mcconaty@neubrain.com]
Sent: Friday, May 01, 2009 12:23 PM
To: Howard Lerner
Cc: Jennifer Wheelless; Connie Sharp; Richard Peters
Subject: RE: Neubrain contract

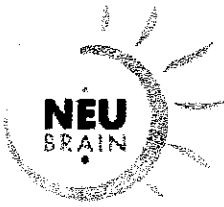
Hello Howard,

It was a pleasure speaking with you as well. I looked through your notes, and I have a few minor clarifications.

Support costs will be based on an hourly rate of \$185/hour (for support by the Sr. Consultant) and \$200/hour for Project Manager/Architect (Architect is a very experienced consultant). Support costs not to exceed the \$44,400 fixed by the contract. Project Management hours (they are incurred during the implementation) will be billed at \$200 per hour as incurred but not to exceed the \$11,200 fixed by the contract.

Please let me know if you have questions or we need to discuss this over the phone.

Thank you, Yana

	<u>Business Intelligence Solutions</u> <u>Enterprise Budgeting & Planning</u>
Yana McConaty	Neubrain
	<u>2275 Research Blvd.,</u> <u>Suite 500</u> <u>Rockville, MD 20850</u>
<u>yana_mcconaty@neubrain.com</u>	tel: (301) 442-4129
<u>http://www.neubrain.com</u>	fax: (301) 560-8545
<i>Want a signature like this?</i>	

From: Howard Lerner [mailto:Howard.Lerner@lacdc.org]
Sent: Friday, May 01, 2009 3:06 PM
To: yana_mcconaty@neubrain.com
Cc: Jennifer Wheelless; Connie Sharp; Richard.Peters@lacdc.org
Subject: Neubrain contract

Hi Yana,

It was a pleasure speaking with you this morning and thanks again for your time.

Thanks also for confirming that the implementation work will indeed be done on site. I think this will work well for both teams to work together and also will remove any obstacles that might occur with security or connectivity if your folks were to try to configure the system remotely.

Connie will make the revisions to the contract that we discussed, particularly the "bullet" items in the Performance Standards section that we agreed to remove.

As we now understand, the post-production support will be off-site and the actual hours (or partial hours) will be tracked by your internal (CRM) system and billed monthly only for support that we called for during that month. These support costs will be based on an hourly rate of \$185/hour (for support by the Sr. Consultant) but not to exceed the \$44,400 fixed by the contract. Post-production Project Management hours, if required, will be billed at \$200 per hour as incurred but not to exceed the \$11,200 fixed by the contract.

Please reply to confirm that this is your understanding of our conversation and agreement(s).

Thanks again,
Howard

Howard Lerner

Howard Lerner
Sr. Project Manager
Information Technology
Community Development Commission,
County of Los Angeles
O: (323) 890-7307
C: (323) 854-4181
Howard.Lerner@LACDC.org

